## UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW HAMPSHIRE

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Plaintiff,

v.

No. 1:22-cv-00170-SE

REBECCA WITTS,

Defendant.

## <u>CONSENT ORDER BETWEEN</u> PC CONNECTION, INC. AND REBECCA WITTS

Plaintiff PC Connection, Inc. ("Connection") and Defendant Rebecca Witts ("Ms. Witts") having consented to the entry of a Court Order on the terms set forth below, the Court enters the following Consent Order:

- 1. Ms. Witts will abide by the terms of her Covenant Not to Compete and Disclose Confidential Information and Assignment of Rights, attached hereto as Exhibit 1. The effective period of the post-employment obligations set forth in numbered paragraph 1 of Exhibit 1 shall begin on May 21, 2022.
- 2. Connection acknowledges that Ms. Witts is currently employed with Corsica Technologies ("Corsica") in a sales role. Connection further acknowledges that Ms. Witts conferred in good faith with Connection concerning her employment with Corsica prior to her employment with Corsica, and her employment with Corsica is acceptable to Connection, for so long as Ms. Witts complies with the obligations pursuant to this Agreement and the Non-Compete, as amended by this Agreement.

3. For the eighteen (18) month period beginning on May 21, 2022, Ms. Witts will

continue to confer with Connection regarding any actual or prospective employers which Ms.

Witts believes, in good faith, may be potential competitors of Connection. In addition, during

the eighteen (18) month period beginning on May 21, 2022, before accepting employment with a

new employer, Ms. Witts will inform Connection of such prospective employment by identifying

the prospective employer and position and will seek Connection's input as to whether

Connection would deem that employment to be in violation of the Agreement. Connection agrees

to consider in good faith any prospective employer of Ms. Witts presented to it.

4. Connection agrees and acknowledges that eighteen (18) months after May 21,

2022, Ms. Witts may engage in competitive activities with Connection and solicitation of

Connection's customers so long as she does not breach the Settlement Agreement between

Connection and Ms. Witts or the Non-Compete (as amended by the Settlement Agreement)

and/or use any Connection Confidential Information (as defined in the Non-Compete) to do so.

SO ORDERED,

Samantha D. Elliott,

United States District Judge

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Dated: November 17, 2022

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